

1 BILL NO. S-85-05- 20

2 SPECIAL ORDINANCE NO. S- 88-85

3 AN ORDINANCE approving Contract
4 85-W-3, GM Elevated Storage Tank -
5 Div. 3, by the City of Fort Wayne
6 by and through its Board of Public
7 Works and Safety and Hydrostorage,
8 Inc.

9 NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF
10 THE CITY OF FORT WAYNE, INDIANA:

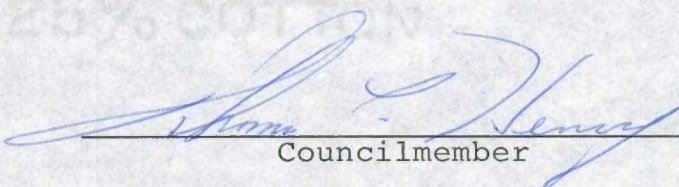
11 SECTION 1. The annexed Contract 85-W-3, GM Elevated
12 Storage Tank - Div. 3, by the City of Fort Wayne by and through
13 its Board of Public Works and Safety and Hydrostorage, Inc., is
14 hereby ratified, and affirmed and approved in all respects. The
15 work under said Contract requires:

16 for the furnishing of all materials,
17 labor, equipment, tools, power, trans-
18 portation, miscellaneous equipment,
19 etc., necessary to install a 1.5 million
20 gallon elevated storage tank, including
21 all yard piping and site work;

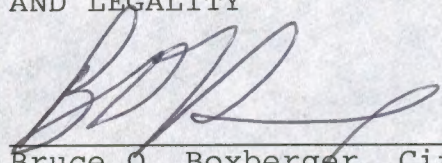
22 the Contract price is Eight Hundred Sixty-Three Thousand Three
23 Hundred Thirty and No/100 Dollars (\$863,330.00).

24 SECTION 2. Prior Approval was received from Council
25 with respect to this Contract on March 26, 1985. Two (2) copies
26 of the Contract attached hereto are on file with the City Clerk,
27 and are available for public inspection.

28 SECTION 3. That this Ordinance shall be in full force
29 and effect from and after its passage and any and all necessary
30 approval by the Mayor.

31 
32 Councilmember

33 APPROVED AS TO FORM
34 AND LEGALITY

35 
36 Bruce O. Boxberger, City Attorney

Read the first time in full and on motion by Henry, seconded by Shirley, and duly adopted, read the second time by title and referred to the Committee Plan Only Committee (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne Indiana, on 5-14-85, the 14th day of May, 19 85, at 10 o'clock A.M., E.S

DATE: 5-14-85

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Henry, seconded by Shirley, and duly adopted, placed on its passage. PASSED (LOST) by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	<u>9</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>BRADBURY</u>	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>BURNS</u>	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>EISBART</u>	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>GiaQUINTA</u>	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>HENRY</u>	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>REDD</u>	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>SCHMIDT</u>	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>STIER</u>	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>TALARICO</u>	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>

DATE: 5-28-85

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ANNEXATION) (APPROPRIATION) (GENERAL)

(SPECIAL) (ZONING MAP) ORDINANCE (RESOLUTION) NO. 1-88-85

on the 28th day of May, 19 85,

ATTEST:

(SEAL)

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Mark E. GiaQuinta
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 29th day of May, 19 85, at the hour of 11:30 o'clock A.M., E.S.T.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 29th day of May, 19 85, at the hour of 3:00 o'clock P.M., E.S.T.

Win Moses, Jr.
WIN MOSES, JR., MAYOR

THIS AGREEMENT, made and entered into, in triplicate, this 24th day of April, 1985, by and between the CITY OF FORT WAYNE, INDIANA, by its Board of Public Works and Safety, (hereinafter called OWNERS, and HYDROSTORAGE, INC., Wesford, Pennsylvania, (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. WORK

CONTRACTOR shall complete all work as specified or indicated in the Contract Documents. The work is generally described as follows: WATERWORKS IMPROVEMENTS.

The Project, for which the work under the Contract Documents may be the whole or only a part, is generally described as follows:

DIVISION 3 - 1.5 MG ELEVATED STORAGE TANK

CONTRACT NO. 85-W-3

ARTICLE 2. ENGINEER

The project has been designed by Beam, Longest & Neff, Inc., 8136 Castleton Road, Indianapolis, Indiana 46250, who is hereinafter called ENGINEER, and who will assume all duties and responsibilities and will have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the work in accordance with the Contract Documents.

ARTICLE 3. CONTRACT TIME

3.1 The work will be completed within Two Hundred Twenty-Four (224) Days after the date, when the Contract Time commences to run as provided in the Schedule Section, and ready for final payment in accordance with the same.

3.2 Liquidated Damages

OWNER and CONTRACTOR recognize that time is of the essence in this Agreement and that OWNER will suffer financial loss, if the work is not substantially complete within the time specified in Paragraph 3.1 above, plus any extensions thereof, allowed in accordance with the Specifications. They, also, recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding, the actual loss suffered by OWNER, if the Work is not substantially complete on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER, One Hundred and Fifty Dollars (\$150.00) for each day that expires after the time specified in Paragraph 3.1 for substantial completion until the work is substantially complete.

ARTICLE 4. CONTRACT PRICE

4.1 OWNER shall pay CONTRACTOR for performance of the work in accordance with the Contract Documents in current funds as follows: Eight Hundred Seventy-Three Thousand, Three Hundred and Thirty Dollars (\$863,330.00).

ARTICLE 5. PAYMENT PROCEDURES

CONTRACTOR shall submit Applications for Payment in accordance with Article 2 of the General Provisions. Applications for Payment will be processed by ENGINEER as provided in the Specifications.

5.1 Progress Payments.

OWNER shall make progress payments on account of the Contract Price, on the basis of CONTRACTOR'S Applications for Payment as recommended by ENGINEER, on or about the 30th day of each month during construction as provided below. All progress payments will be on the basis of the work, measured by the schedule of values provided for on the Schedule of Unit Prices.

5.1.1 Prior to Substantial Completion, progress payments will be in an amount equal to:

90% of the work completed, and,
90% of materials and equipment not incorporated in the work, but delivered and suitably stored, less in each case, the aggregate of payments previously made.

5.1.2 Upon Substantial Completion, OWNER shall pay an amount sufficient to increase total payments to CONTRACTOR to 98% of the Contract Price, less such amounts as ENGINEER shall determine reasonable.

5.2 Final Payment

Upon final completion and acceptance of the work in accordance with the Specifications, OWNER shall pay the remainder of the Contract Price, as recommended by ENGINEER.

ARTICLE 6. INTEREST

All moneys not paid when due hereunder shall bear interest at the maximum rate allowed by law at the place of the Project.

ARTICLE 7. CONTRACTOR'S REPRESENTATIONS

In order to induce OWNER to enter into this Agreement, CONTRACTOR makes the following representations:

7.1 CONTRACTOR has familiarized himself with the nature and extent of the Contract Documents, work, locality, and with all local conditions and federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the work.

7.2 CONTRACTOR has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the work, which were relied upon by ENGINEER in the preparation of the Drawings and Specifications and, which have been identified in the Supplementary Conditions.

7.3 CONTRACTOR has made or caused to be made examinations, investigations and tests and studies of such reports and related data in addition to those referred to in Paragraph 7.2 as he deems necessary for the performance of the work at the contract price, within the contract time, and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are or will be required by CONTRACTOR for such purposes.

7.4 CONTRACTOR has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.

7.5 CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies, that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

ARTICLE 8. CONTRACT DOCUMENTS

The Contract Documents, which comprise the entire agreement between OWNER and CONTRACTOR are attached to this Agreement, by reference, made a part hereof and consist of the following:

- 8.1 This Agreement (pages 1 to 4, inclusive).
- 8.2 Project Manual
- 8.3 Performance Bonds and Certificates of Insurance
- 8.4 Notice of Award
- 8.5 General Construction Specifications (pages GCS-1 to GCS-97)
- 8.6 Special Construction Specifications (pages SCS-1 to SCS-23)
- 8.7 Specifications bearing the title, "Elevated Water Storage Tank, Division 3, Contract No. 85-W-3."
- 8.8 Drawings, consisting of a cover sheet and sheets numbered 2 thru 5.
- 8.9 CONTRACTOR'S Bid, Dated March 13, 1985.
- 8.10 Addenda Number 1, inclusive.
- 8.11 Any Modification, including change orders, duly delivered after execution of Agreement.

There are no Contract Documents other than those listed above in this Article 8. The Contract Documents may only be altered, amended or repealed by a Modification (as defined in Paragraph 8 of the General Provisions).

ARTICLE 9. MISCELLANEOUS

9.1 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment; no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.2 OWNER and CONTRACTOR each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR, and ENGINEER. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or by ENGINEER on their behalf.

THIS AGREEMENT will be effective on

April 24

, 1985.

OWNER

CITY OF FORT WAYNE, INDIANA

By: 

WIN MOSES, JR., MAYOR

ATTEST:


HELEN V. GOCHENOUR, CLERK

OWNER

CITY OF FORT WAYNE, INDIANA

BOARD OF PUBLIC WORKS AND SAFETY

By: _____

DAVID J. KESTER
DIRECTOR OF PUBLIC WORKS

By: 

COSETTE R. SIMON
DIRECTOR OF ADMINISTRATION & FINANCE

By: 

LAWRENCE D. CONSALVOS
DIRECTOR OF PUBLIC SAFETY

CONTRACTOR

HYDROSTORAGE, INC.

By: 

R.C. Reimers

TITLE: Attorney-In-Fact

(CORPORATE SEAL)

By: _____

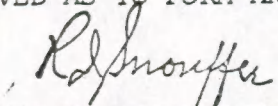
TITLE: _____

ADDRESS FOR GIVING NOTICES:

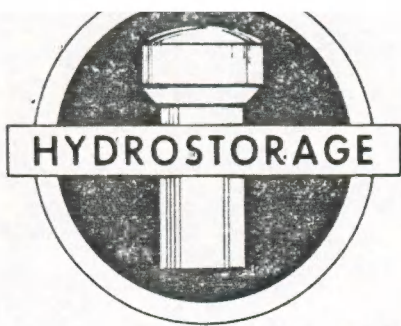
207 Pine Creek Road

Wexford, PA 15090

APPROVED AS TO FORM AND LEGALITY:



ASSOCIATE CITY ATTORNEY



Certified Copy of
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT HYDROSTORAGE, INC., Confederate Drive, Franklin, Tennessee 37064, a Tennessee Corporation, has constituted and appointed, and does hereby constitute and appoint R.C. Reimers its true and lawful Attorney-In-Fact to execute proposals for the sale of materials or the construction of work, to make contracts for same, and execute Surety Bonds to be used in connection therewith.

This appointment is made in accordance with Article IX of the By-Laws of the Corporation as amended by the Board of Directors of the Corporation:

Article IX:

"The Board may appoint such other officers and agents as it shall deem necessary, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board."

IN WITNESS WHEREOF, HYDROSTORAGE, INC. has caused these presents to be signed by its President and its corporate seal to be hereunto affixed and duly attested by its Director this 1st day of November, 1982.

ATTEST

HYDROSTORAGE, INC.



(Seal)

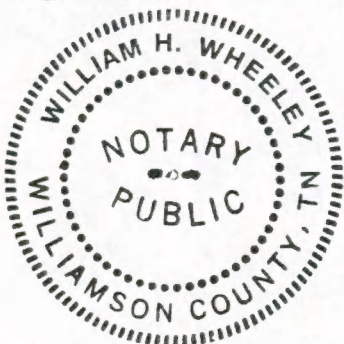
James R. Foster
Vice President

By

S. S. Biber
President

STATE OF TENNESSEE)
)SS:
COUNTY OF WILLIAMSON)

On this 1st day of November, 1982 before me personally appeared S.S. Biber, President of HYDROSTORAGE, INC., who being duly sworn, said that he is President of HYDROSTORAGE, INC. the Corporation described in and which executed the foregoing instrument; that he knows the corporate seal; that it was so affixed by order of the Board of Directors of said Corporation, and that he signed his name thereto as President of said Corporation by like authority.



William H. Wheeley

STATE OF TENNESSEE)
COUNTY OF WILLIAMSON)SS:

I, James R. Foster, Vice President of HYDROSTORAGE, INC., do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by Hydrostorage, INC., which is still in full force and effect.

IN WITNESS WHEREOF, I have signed this certificate this _____



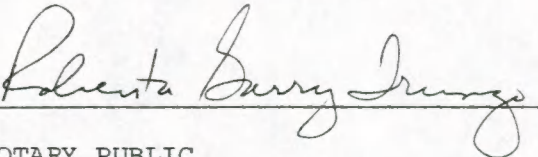
James R. Foster
Vice President

ACKNOWLEDGMENT

STATE OF PENNSYLVANIA)
) SS:
COUNTY OF Allegheny)

BEFORE ME, a Notary Public, in and for said County and State, this 16th
day of April, 1985, personally appeared the within
named R.C. Reimers and _____,
who being by me first duly sworn upon their oaths, say that they are the
Attorney-In-Fact and _____, respectively,
of HYDROSTORAGE, INC., and as such, duly authorized to execute the foregoing
instrument and acknowledged the same as the voluntary act and deed of HYDROSTORAGE,
INC., for the uses and purposes therein set forth.

IN WITNESS WHEREOF, hereunto subscribed my name, affixed my official seal.



NOTARY PUBLIC
A Resident of Allegheny County,
Pennsylvania

Roberta Garry Trunzo
Type of Print Name of Notary

MY COMMISSION EXPIRES:

ROBERTA GARRY TRUNZO, NOTARY PUBLIC
PINE TOWNSHIP, ALLEGHENY COUNTY
MY COMMISSION EXPIRES OCT. 12, 1987
Member, Pennsylvania Association of Notaries

ACKNOWLEDGMENT

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, a Notary Public, in and for said County and State, this 24th day of April, 1985, personally appeared the within named WIN MOSES, JR., Mayor of the City of Fort Wayne; DAVID J. KIESTER, COSETTE R. SIMON, and LAWRENCE D. CONSALVOS, members of the Board of Public Works and Safety, City of Fort Wayne, Indiana; and HELEN V. GOCHENOUR, Clerk of the Board of Public Works and Safety, City of Fort Wayne, Indiana, to me personally known, who being by me duly sworn, said that they are respectively the Mayor of the City of Fort Wayne, the Members and Clerk of the Board of Public Works and Safety of the City of Fort Wayne, Indiana, and that they signed said instrument on behalf of the Fort Wayne Water Utility of the City of Fort Wayne, Indiana, with full authority so to do and acknowledged said instrument to be the voluntary act and deed of said Department of said City for the uses and purposes therein set forth.

IN WITNESS WHEREOF, hereunto subscribed my name, affixed my official seal.

Sherri L. Hoepfner
Sherri L. Hoepfner
NOTARY PUBLIC
A Resident of Allen County, Indiana

My Commission Expires:

March 7, 1988

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That

Hydrostorage, Inc.

(Name of Contractor)

207 Pine Creek Road, Wexford, Pennsylvania 15090

(Address of Contractor)

a Corporation, hereinafter called Principal,
(Corporation, Partnership or Individual)

and Insurance Company of North America
(Name of Surety)

and duly authorized to transact business in the State of Indiana, hereinafter called Surety, are held and firmly bound unto the City of Fort Wayne, an Indiana Municipal Corporation in the penal sum of Eight hundred sixty-three thousand, three hundred and thirty Dollars (\$ 863,330.00) (value of work) for the payment whereof well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the 24th day of April, 19 85, for the construction of:

Elevated Water Storage Tank, Division 3/Contract 85-W-3

Furnish all materials, labor, equipment, tools, power, transportation, miscellaneous equipment, etc., necessary to install a 1.5 million gallon elevated water storage tank, including all yard piping and site work, as shown on Drawings, Sheets 1 thru 4, prepared by Beam, Longest & Neff, Consulting Engineers.

all according to the Fort Water Utility Engineering Department Drawing No.

 , Sheet(s) , and special provisions, and according to the Detailed Specifications and Conditions for the Installation of Transmission and Distribution Mains, Construction Standards and Water Main and Water Service Materials Standards adopted July 7, 1982.

WHEREAS, said Surety, for value received, hereby stipulates and agrees, that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specifications, and

WHEREAS, no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

now, therefore, if the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations, furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor performed in such work, whether by subcontractor, or otherwise, then this obligation shall be void; otherwise, to remain in full force and effect.

IN WITNESS WHEREOF, this instrument is executed in three
(number)
counterparts, each one of which, shall be deemed an original, this _____ day
of _____, 19 _____.

Hydrostorage, Inc.
Principal

ATTEST:

See Attached Power of Attorney
(Principal) Secretary

(SEAL)

By R.C. Reimers (SEAL)
R.C. Reimers, Attorney-In-Fact
207 Pine Creek Road
(Address)

Wexford, PA 15090

Roberta G. Trunzo
Witness as to Principal
Roberta G. Trunzo
207 Pine Creek Road
(Address)

Wexford, PA 15090

INSURANCE COMPANY OF NORTH AMERICA
Surety

By Rosemarie Rodden
Attorney-in-Fact
Rosemarie Rodden

ATTEST:

SEE ATTACHED POWER OF ATTORNEY
(Surety) Secretary

(SEAL)

Angela L. Yobbi
Witness as to Surety
Angela L. Yobbi
2950 U. S. Steel Building
(Address)

Pittsburgh, Pennsylvania 15219

2950 U. S. Steel Building
(Address)

Pittsburgh, Pennsylvania 15219

COUNTERSIGNED BY:

Robert N. Bowen, Jr.

NOTE: Date of Bond must not be prior to date of Contract. Robert N. Bowen, Jr.
If Contractor is Partnership, all partners should execute Bond. Indiana Resident Ag.

**POWER OF
ATTORNEY**Insurance Company of North America
a CIGNA company**CIGNA**

Know all men by these presents: That **INSURANCE COMPANY OF NORTH AMERICA**, a corporation of the Commonwealth of Pennsylvania, having its principal office in the City of Philadelphia, Pennsylvania, pursuant to the following Resolution adopted by the Board of Directors of the said Company on December 5, 1983, to wit:

RESOLVED That pursuant to Articles 3, 18 and 21 of the By-Laws, the following Rules shall govern the execution for the Company of bonds, undertakings, recognizances, contracts and other writings in the nature thereof:

- (1) That the President, any Senior Vice President, any Vice President, any Assistant Vice President, or any Attorney-in-Fact, may execute for and on behalf of the Company any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof, the same to be attested when necessary by the Corporate Secretary, or any Assistant Corporate Secretary, and the seal of the Company affixed thereto; and that the President, any Senior Vice President, any Vice President or any Assistant Vice President may appoint and authorize any other Officer elected or appointed of the Company, and Attorney-in-Fact to execute or attest to the execution of all such writings on behalf of the Company and to affix the seal of the Company thereto.
- (2) Any such writing executed in accordance with these Rules shall be as binding upon the Company in any case as though signed by the President and attested to by the Corporate Secretary.
- (3) The signature of the President, or a Senior Vice President, or a Vice President, or an Assistant Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted pursuant to this Resolution, and the signature of a certifying Officer and the seal of the Company may be affixed by facsimile to any certificate of any such power, and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company.
- (4) Such other Officers of the Company, and Attorneys-in-Fact shall have authority to certify or verify copies of this Resolution, the By-Laws of the Company, and any affidavit or record of the Company necessary to the discharge of their duties.
- (5) The passage of this Resolution does not revoke any earlier authority granted by Resolutions of the Board of Directors adopted on June 9, 1953, May 28, 1975 and March 23, 1977.

does hereby nominate, constitute and appoint **R. GEORGE VOINCHET, ROSEMARIE RODDEN and THOMAS L. VEHAR,** all of the City of Pittsburgh, State of Pennsylvania-----

each individually if there be more than one named, its true and lawful attorney-in-fact, to make, execute, seal and deliver on its behalf, and as its act and deed any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof. And the execution of such writings in pursuance of these presents, shall be as binding upon said Company, as fully and amply as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office.

IN WITNESS WHEREOF, the said H. F. McCranie, Jr., Vice-President, has hereunto subscribed his name and affixed the corporate seal of the said **INSURANCE COMPANY OF NORTH AMERICA** this 2nd day of August, 19 84

INSURANCE COMPANY OF NORTH AMERICA

by

H. F. McCranie, Jr.

H. F. McCRANIE, JR.

Vice-President

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF PHILADELPHIA

ss.

On this 2nd day of August, A.D. 19 84, before me, a Notary

Public of the Commonwealth of Pennsylvania in and for the County of Philadelphia came H. F. McCranie, Jr., Vice-President of the **INSURANCE COMPANY OF NORTH AMERICA** to me personally known to be the individual and officer who executed the preceding instrument, and he acknowledged that he executed the same, and that the seal affixed to the preceding instrument is the corporate seal of said Company, that the said corporate seal and his signature were duly affixed by the authority and direction of the said corporation, and that Resolution, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Philadelphia the day and year first above written.

(SEAL)

LETITIA H. CLARK

Notary Public, Phila., Phila. County

My Commission Expires August 22, 1987

Letitia H. Clark
LETITIA H. CLARK

Notary Public

I, the undersigned, Secretary of **INSURANCE COMPANY OF NORTH AMERICA**, do hereby certify that the original **POWER OF ATTORNEY**, of which the foregoing is a full, true and correct copy, is in full force and effect.

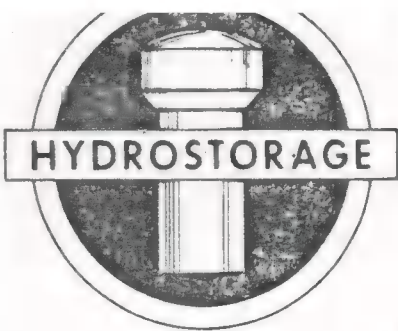
In witness whereof, I have hereunto subscribed my name as Secretary, and affixed the corporate seal of the Corporation, this _____ day of _____, 19____

(SEAL)

James S. Wythe

James S. Wythe

Secretary



Certified Copy of
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT HYDROSTORAGE, INC., Confederate Drive, Franklin, Tennessee 37064, a Tennessee Corporation, has constituted and appointed, and does hereby constitute and appoint R.C. Reimers its true and lawful Attorney-In-Fact to execute proposals for the sale of materials or the construction of work, to make contracts for same, and execute Surety Bonds to be used in connection therewith.

This appointment is made in accordance with Article IX of the By-Laws of the Corporation as amended by the Board of Directors of the Corporation:

Article IX:

"The Board may appoint such other officers and agents as it shall deem necessary, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board."

IN WITNESS WHEREOF, HYDROSTORAGE, INC. has caused these presents to be signed by its President and its corporate seal to be hereunto affixed and duly attested by its Director this 1st day of November, 1982.

ATTEST



(Seal) James R. Foster
Vice President

HYDROSTORAGE, INC.

By S. S. Biber
President

STATE OF TENNESSEE)
)SS:
COUNTY OF WILLIAMSON)

On this 1st day of November, 1982 before me personally appeared S.S. Biber, President of HYDROSTORAGE, INC., who being duly sworn, said that he is President of HYDROSTORAGE, INC. the Corporation described in and which executed the foregoing instrument; that he knows the corporate seal; that it was so affixed by order of the Board of Directors of said Corporation, and that he signed his name thereto as President of said Corporation by like authority.



William H. Wheeley

STATE OF TENNESSEE)
COUNTY OF WILLIAMSON)SS:

I, James R. Foster, Vice President of HYDROSTORAGE, INC., do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by Hydrostorage, INC., which is still in full force and effect.

IN WITNESS WHEREOF, I have signed this certificate this _____



James R. Foster
Vice President

CITY OF FORT WAYNE, INDIANA
IMPROVEMENT TO FORT WAYNE WATER UTILITY
PERFORMANCE AND GUARANTY BOND

KNOW ALL MEN BY THESE PRESENTS, that we Hydrostorage, Inc.
 (Contractor or Developer) as Principal, and the Insurance Company of North America
 (Insurance Company), a corporation organized under the laws of the State of
Pennsylvania, April 14, 1794 (State and Date), and duly authorized to transact
 business in the State of Indiana, as Surety, are held firmly bound unto the City
 of Fort Wayne, Indiana, an Indiana Municipal Corporation in the sum of \$863,330.00,
 (value of work) for the payment whereof well and truly to be made, the Principal
 and the Surety bind themselves, their heirs, executors, administrators, succes-
 sors and assigns, jointly and severally, firmly by those present. The condition
 of the foregoing obligation is such that

WHEREAS, the Principal has entered into contract with the City or has applied
 for authority to construct or cause to be constructed, a water main to become
 part of the City's water distribution system, which said water main is to be
 built and constructed according to plans and specifications prepared by or
 approved by City and known as the Contract No. 85-W-3
Division 3 - 1.5 MG Elevated Tank; and
 (Name of Project)

WHEREAS, the grant of authority by City to so construct such water main
 provides:

1. That said water main shall be completed according to said plans and speci-
 fications, and warrant and guarantee all work, material, conditions of the
 water main for a period of one (1) year from the date of final acceptance
 in writing by the Owner;
2. There shall be filed with the City, within thirty (30) days after comple-
 tion, a Completion Affidavit;
3. Said Principal is required to agree to make such adjustments, modifica-
 tions, and repairs as required by the City within thirty (30) days after
 notice; and,
4. To agree to maintain said water main for a period of one (1) year following
 written acceptance by the City of said water main; and

WHEREAS, said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specifications, and

NOW THEREFORE, if the principal shall faithfully perform all of the terms and conditions required of it by the contract and cause said water main to become a part of the City water distribution system, and shall for one (1) year after acceptance of said water main by City maintain said water main and shall indemnify the City for all loss that City may sustain by reason of the Principal's failure to comply with any of the terms of the authorization, then this obligation shall be void, otherwise it shall remain in full force and effect.

See Attached Power of Attorney

~~ATTEST:~~ WITNESS:

Roberta G. Trunzo

Roberta G. Trunzo

(Title)

Angela J. Goble
Witness for Surety

*If signed by an agent,
power of attorney must be attached

Hydrostorage, Inc.

(Contractor or Developer)

BY: R.C. Reimers
(Name) R.C. Reimers

Attorney-In-Fact

(Title)

INSURANCE COMPANY OF NORTH AMERICA
(Insurance Company) Surety

*BY: Rosemarie Rodden
Authorized Agent
Rosemarie Rodden, Attorney-in-Fact

COUNTERSIGNED BY:

Robert N. Bowen, Jr.
Robert N. Bowen, Jr.
Indiana Resident Agent

POWER OF ATTORNEY

Insurance Company of North America
a CIGNA company



Know all men by these presents: That **INSURANCE COMPANY OF NORTH AMERICA**, a corporation of the Commonwealth of Pennsylvania, having its principal office in the City of Philadelphia, Pennsylvania, pursuant to the following Resolution adopted by the Board of Directors of the said Company on December 5, 1983, to-wit:

RESOLVED, That pursuant to Articles 9.28 and 9.31 of the By-Laws, the following Rules shall govern the execution for the Company of bonds, undertakings, recognizances, contracts and other writings in the nature thereof:

- (1) That the President, any Senior Vice President, any Vice President, any Assistant Vice President, or any Attorney-in-Fact, may execute for and on behalf of the Company any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof, the same to be attested when necessary by the Corporate Secretary, or any Assistant Corporate Secretary, and the seal of the Company affixed thereto, and that the President, any Senior Vice President, any Vice President or any Assistant Vice President may appoint and authorize any other Officer (elected or appointed) of the Company, and Attorneys-in-Fact to execute or attest to the execution of all such writings on behalf of the Company and to affix the seal of the Company thereto.
- (2) Any such writing executed in accordance with these Rules shall be as binding upon the Company in any case as though signed by the President and attested to by the Corporate Secretary.
- (3) The signature of the President, or a Senior Vice President, or a Vice President, or an Assistant Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted pursuant to this Resolution, and the signature of a certifying Officer and the seal of the Company may be affixed by facsimile to any certificate of any such power, and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company.
- (4) Such other Officers of the Company, and Attorneys-in-Fact shall have authority to certify or verify copies of this Resolution, the By-Laws of the Company, and any affidavit or record of the Company necessary to the discharge of their duties.
- (5) The passage of this Resolution does not revoke any earlier authority granted by Resolutions of the Board of Directors adopted on June 9, 1953, May 28, 1975 and March 23, 1977.

does hereby nominate, constitute and appoint **R. GEORGE VOINCHET, ROSEMARIE RODDEN and THOMAS L. VEJAR,** all of the City of Pittsburgh, State of Pennsylvania-----

each individually if there be more than one named, its true and lawful attorney-in-fact, to make, execute, seal and deliver on its behalf, and as its act and deed any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof. And the execution of such writings in pursuance of these presents, shall be as binding upon said Company, as fully and amply as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office.

IN WITNESS WHEREOF, the said H. F. McCranie, Jr., Vice-President, has hereunto subscribed his name and affixed the corporate seal of the said **INSURANCE COMPANY OF NORTH AMERICA** this 2nd day of August 19 84



INSURANCE COMPANY OF NORTH AMERICA

by H. F. McCranie, Jr.
H. F. MCCRANIE, JR., Vice-President

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF PHILADELPHIA

ss.

On this 2nd day of August A.D. 19 84 before me, a Notary Public of the Commonwealth of Pennsylvania in and for the County of Philadelphia came H. F. McCranie, Jr., Vice-President of the **INSURANCE COMPANY OF NORTH AMERICA** to me personally known to be the individual and officer who executed the preceding instrument, and he acknowledged that he executed the same, and that the seal affixed to the preceding instrument is the corporate seal of said Company; that the said corporate seal and his signature were duly affixed by the authority and direction of the said corporation, and that Resolution, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Philadelphia the day and year first above written.

(SEAL) **LETITIA H. CLARK**
Notary Public, Phila., Phila. County
My Commission Expires August 22, 1987

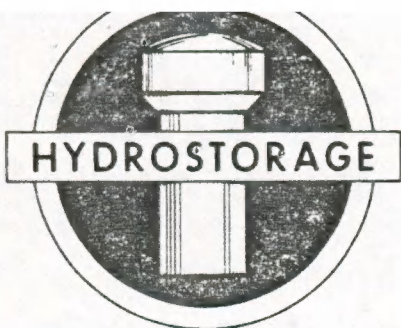
Letitia H. Clark
LETITIA H. CLARK Notary Public

I, the undersigned, Secretary of **INSURANCE COMPANY OF NORTH AMERICA**, do hereby certify that the original POWER OF ATTORNEY, of which the foregoing is a full, true and correct copy, is in full force and effect.

In witness whereof, I have hereunto subscribed my name as Secretary, and affixed the corporate seal of the Corporation, this _____ day of _____ 19 ____

(SEAL) James S. Wythe
James S. WYTHE Secretary





Certified Copy of
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT HYDROSTORAGE, INC., Confederate Drive, Franklin, Tennessee 37064, a Tennessee Corporation, has constituted and appointed, and does hereby constitute and appoint R.C. Reimers its true and lawful Attorney-In-Fact to execute proposals for the sale of materials or the construction of work, to make contracts for same, and execute Surety Bonds to be used in connection therewith.

This appointment is made in accordance with Article IX of the By-Laws of the Corporation as amended by the Board of Directors of the Corporation:

Article IX:

"The Board may appoint such other officers and agents as it shall deem necessary, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board."

IN WITNESS WHEREOF, HYDROSTORAGE, INC. has caused these presents to be signed by its President and its corporate seal to be hereunto affixed and duly attested by its Director this 1st day of November, 1982.

ATTEST

HYDROSTORAGE, INC.



(Seal)

James R. Foster
Vice President

By

S. S. Biber
President

STATE OF TENNESSEE)
COUNTY OF WILLIAMSON)SS:

On this 1st day of November, 1982 before me personally appeared S.S. Biber, President of HYDROSTORAGE, INC., who being duly sworn, said that he is President of HYDROSTORAGE, INC. the Corporation described in and which executed the foregoing instrument; that he knows the corporate seal; that it was so affixed by order of the Board of Directors of said Corporation, and that he signed his name thereto as President of said Corporation by like authority.



William H. Wheeley

STATE OF TENNESSEE)
COUNTY OF WILLIAMSON)SS:

I, James R. Foster, Vice President of HYDROSTORAGE, INC., do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by HydroStorage, INC., which is still in full force and effect.

IN WITNESS WHEREOF, I have signed this certificate this _____



James R. Foster
Vice President

COMMONWEALTH OF PENNSYLVANIA

SS:

COUNTY OF ALLEGHENY

BEFORE ME, a Notary Public, in and for said State, personally appeared

R.C. Reimers

Attorney-In-Fact

(name)

(title)

and

(name)

(title)

of

Hydrostorage, Inc.

and

(company)

Rosemarie Rodden

Attorney in Fact, for said Insurance Company of North America

as surety, with both of whom I am personally acquainted, and acknowledged that they subscribed their signatures to the above and foregoing bond, in their respective official capacities of aforesaid.

SUBSCRIBED TO, before me, a Notary Public, this 19th day of April,
1985.

Roberta Garry Trunzo
Notary Public

Resident of Allegheny County, PA

My Commission Expires:

ROBERTA GARRY TRUNZO, NOTARY PUBLIC
PINE TOWNSHIP, ALLEGHENY COUNTY
MY COMMISSION EXPIRES OCT. 12, 1987
Member, Pennsylvania Association of Notaries.

TITLE OF ORDINANCE Contract 85-W-3, GM Elevated Storage Tank - Div. 3, Hydrostorage, Inc Contractor

DEPARTMENT REQUESTING ORDINANCE Board of Public Works & Safety

SYNOPSIS OF ORDINANCE Contract No. 85-W-3 is for the furnishing of all materials, labor, equipment, tools, power, transportation, misc. equipment, etc., necessary to install a 1.5 million gallon elevated storage tank, including all yard piping and site work. Hydrostorage, Inc., is the Contractor.

PRIOR APPROVAL RECEIVED 3/26/85

EFFECT OF PASSAGE Elevated storage tank to serve GM.

EFFECT OF NON-PASSAGE

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) \$863,330.00

ASSIGNED TO COMMITTEE

BILL NO. S-85-05-20

REPORT OF THE COMMITTEE ON CITY UTILITIES

WE, YOUR COMMITTEE ON CITY UTILITIES TO WHOM WAS

REFERRED AN (ORDINANCE) (~~RESOLUTION~~) approving Contract 85-W-3,

GM Elevated Storage Tank- Div. 3, by the City of Fort Wayne by and

through its Board of Public Works and Safety and Hydrostorage, Inc.

HAVE HAD SAID (ORDINANCE) (~~RESOLUTION~~) UNDER CONSIDERATION AND BEG

LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID (ORDINANCE)

(~~RESOLUTION~~)

YES

NO

Thomas C. Henry
THOMAS C. HENRY
CHAIRMAN

Janet G. Bradbury
JANET G. BRADBURY
VICE CHAIRWOMAN

Donald J. Schmidt
DONALD J. SCHMIDT

James S. Stier
JAMES S. STIER

Charles B. Redd
CHARLES B. REDD

CONCURRED IN 5-28-85

SANDRA E. KENNEDY
CITY CLERK